

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
(EASTERN DIVISION)**

ADRIANE JEFFERSON,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

CREDIT ONE BANK, N.A.,

Defendant.

Case No.: 1:21-cv-00532

Honorable Virginia M. Kendall

**MOTION TO COMPEL ARBITRATION AND TO DISMISS**  
**PURSUANT TO RULE 12(b)(3)**

NOW COMES Defendant Credit One Bank, N.A. (“Credit One” or the “Bank”), by and through undersigned counsel and pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.*, and respectfully moves this Court to enter an order compelling Plaintiff Adriane Jefferson (“Plaintiff”) to arbitrate her claims on an individual basis. Further, the Court should dismiss Plaintiff’s Complaint pursuant to Rule 12(b)(3), given that pursuant to the parties’ agreement to arbitrate, this federal court is an improper venue for the parties’ dispute.

Plaintiff opened a credit card account with Credit One, and received calls in relation to that account; in the Complaint, Plaintiff purports to bring claims on behalf of a purported putative class for alleged violations of the Telephone Consumer Protection Act (“TCPA”) in connection with calls she claims to have received. However, Plaintiff must arbitrate any such claims against Credit One on an individual basis pursuant to the parties’ Cardholder Agreement, which includes an arbitration provision and a class action waiver. Plaintiff was informed about the Cardholder Agreement’s arbitration provision before she completed her application, and

accepted the arbitration provision by activating and using her Credit One Platinum Visa credit card; moreover, she was given the opportunity to reject the arbitration provision within forty-five (45) days of opening her account, and did not opt out of the Cardholder Agreement's arbitration provision.

The parties' arbitration agreement is governed by the Federal Arbitration Act ("FAA"), and Supreme Court and Seventh Circuit caselaw is clear that the parties' agreement to arbitrate is enforceable and that the proper forum for Plaintiff's dispute is in arbitration. Accordingly, as more fully set forth in the accompanying Memorandum of Law, arbitration should be compelled. Further, Plaintiff's Complaint (which should not have been brought in this forum) should be dismissed pursuant to Rule 12(b)(3) for being brought in an improper venue.

Respectfully submitted this 6th day of April, 2021.

By: /s/  
Christopher R. Murphy - #6302607  
**Holland & Knight LLP**  
150 N. Riverside Plaza, Suite 2700  
Chicago, IL 60606  
(312) 715-5722  
[Chris.murphy@hklaw.com](mailto:Chris.murphy@hklaw.com)  
*Counsel for Defendant Credit One  
Bank,  
N.A.*

#### **CERTIFICATE OF SERVICE**

I hereby certify that on April 6, 2020, I electronically filed the foregoing with the Clerk of the Court using the ECF system, which will send notice of such filing to all attorneys of record in this matter.

/s/\_\_\_\_\_